

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In re: Kevin M. Callahan

) Judge: Donald R. Cassling  
) Case No. 20 B 08373  
) Chapter 13  
)

**NOTICE OF MOTION TO AUTHORIZE DEBTOR TO ENTER AGREED MORTGAGE  
MODIFICATION**

TO: M.O. Marshall Trustee 55 East Monroe St. Suite 3850 Chicago, IL 60603  
Via Electronic Case Notification

Kevin M. Callahan 15701 Lake Hills Ct. #2S Orland Park, IL 60462  
Served Via US Mail

M&T Bank  
Served Via ECF

Department of Housing and Urban Development, Attention: Single Family  
Notes Branch, 451 Seventh Street, SW Washington, DC 20410  
Served Via US Mail

PLEASE TAKE NOTICE that on September 2, 2021, at 9:30 AM I shall appear before the honorable Judge DONALD R CASSLING or any Judge sitting in his stead and present the motion set forth below.

This motion will be presented and heard electronically using Zoom for Government. No personal appearance in Court is necessary if permitted, To appear and be heard on the motion, you must do the following;

To appear by video, use this link: <https://www.zoomgov.com>. Then enter the meeting ID and password. To appear by telephone, call Zoom for Government at 1-669-254-5252 or 1-646-828-7666. Meeting ID and Password for this hearing is 161414 7941 and the password is 619. The meeting ID and password can also be found on the Judge's page on the Court's web site.

If you object to this motion and want it called on the presentment date above, you must file a Notice of Objection no later than two (2) business days before that date. If a Notice of Objection is timely filed, the motion will be called on the presentment date. If no Notice of Objection is timely filed, the court may grant the motion in advance without a hearing.

August 9, 2021

By: /s/ Patrick A. Meszaros  
Patrick A. Meszaros

Patrick A. Meszaros  
1100 W. Jefferson St.  
Joliet, IL 60435  
(815)722-4001  
Attorney No. 6239538

PROOF OF SERVICE

I Patrick A. Meszaros, an attorney, being duly sworn on oath, states that the documents attached hereto are true and correct copies of the original and that the date set forth in the Notice above is true and correct and further certify that this notice was served to the addresses listed above via electronic notice through the Clerk's ECF System to those noted as being served by electronic case notification. It was also served by depositing same in the U.S. Mail at 1100 W. Jefferson Street Joliet, Illinois 60435 on or before 5:00 P.M. on August 9, 2021.

/s/ Patrick A. Meszaros

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

In re: Kevin M. Callahan

) Judge: Donald R. Cassling  
) Case No. 20 B 08373  
) Chapter 13  
)

**MOTION TO AUTHORIZE DEBTOR TO ENTER INTO AGREED MORTGAGE  
MODIFICATION**

Now comes the Debtor **Kevin M. Callahan** by and through his Attorney Patrick A. Meszaros and states the following in support of his Motion to Enter Agreed Loan Modification with M&T Bank:

1. That the Debtor filed his Chapter 13 Bankruptcy Case on March 27, 2020.
2. The Debtors' plan was confirmed on July 16, 2020.
3. That the Debtor is the owner of the real property commonly known as 15701 Lake Hill Court Unit 2S Orland Park, IL 60462.
4. The confirmed plan requires the Debtor to pay the Trustee payments of \$705.00 for 3 months and \$804.00 for the remaining 57 months of the plan term for total payments of \$47,493 with a one hundred percent (100 %) distribution to be made to general unsecured creditors.
5. That the Debtor became delinquent in his first mortgage payments payable to M&T Bank. That the Debtor's monthly mortgage payments are currently set at \$975.17. That since the filing of the Debtor's Chapter 13 case the Debtor has incurred a mortgage arrears of \$14,807.50.
6. That M&T Bank has approved the Debtor for a modification of his Mortgage loan terms it that they would defer the current arrears to the end of the loan term at a zero (0.00%) interest

rate. The arrears would only become payable in the event the Debtor sold the real property or at said time the Debtor paid off his first mortgage amount owed to M&T Bank.

7. That the Debtor would be required to sign mortgage modification documents that would create a junior mortgage in the amount of \$14,807.50 with the Secretary of Housing and Urban Development to be recorded against the real property. The Loan Documents are attached to this motion as an Exhibit.
8. The Debtor believes that it is in his best interest and that of his creditors to enter into the Agreed loan modification to cure his mortgage arrears in this manner.

**Wherefore, the Debtor prays for the entry of an Order as follows:**

- a) The Debtor is Authorized to Enter into an Agreed loan modification with M&T Bank and the Secretary of Housing and Urban Development as agreed upon between the respective parties.
- b) And for any further relief that this Court deems appropriate.

\_\_\_\_\_/s/ Patrick A. Meszaros\_\_\_\_\_  
Patrick A. Meszaros  
Attorney for the Debtor

Patrick A. Meszaros  
Attorney at Law  
1100 W. Jefferson Street  
Joliet, IL 60435  
(815) 722-4001



August 3, 2021

KEVIN M. CALLAHAN  
15701 LAKE HILLS CT UNIT 2S  
ORLAND PARK, IL 60462

Re: Loan # 0103107777

Dear Mortgage Customer:

We would like to inform you that your application for a Partial Claim has been approved subject to the following:

Total Partial Claim Amount	\$14,807.50
Next Payment Due Date	August 1, 2021
Payment Amount	\$975.17

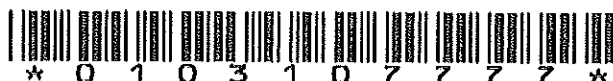
We have enclosed an interest free subordinate note and a subordinate mortgage to HUD in the amount of \$14,807.50. The documents need to be signed, notarized and returned for recording in the provided overnight return envelope. The subordinate mortgage becomes a lien on the property, however does not become due until the above referenced mortgage is paid in full and /or the property is sold. To obtain a payoff statement you will need to contact Novad Management Consulting, at 1-877-622-8525.

**The Bankruptcy Trustee must approve this workout and a copy of that approval must accompany the signed subordinate note and mortgage and be received by the date indicated above. Please DO NOT execute the attached documents until Bankruptcy Trustee approval is obtained.**

You will be responsible for keeping your loan current starting with the August 1, 2021 payment of \$975.17.

If you have any questions regarding the partial claim information or are interested in having a mobile notary assist with the execution of your documents, please call your Homeowner's Assistance Representative at 1-800-724-1633.

Sincerely,  
Homeowner Assistance Center  
1-800-724-1633





**ATTENTION**

It is extremely important that these documents are executed correctly and returned promptly to ensure the acceptance of the Partial Claim by M&T Bank. I have enclosed three copies of both the subordinate note and subordinate mortgage. **ALL COPIES MUST BE EXECUTED AND RETURNED.** If there are any questions concerning the execution of the document please contact me immediately at 1-800-724-1633. If the agreement is not executed as instructed or is not returned by the date specified in the attached approval letter the approval for the Partial Claim will be rescinded.

The following document must be executed in BLACK ink only.

KEVIN M. CALLAHAN (the "*Borrower*") must sign where indicated by the flag marked "sign here".

Each signature on the subordinate mortgage(s) must be witnessed by a notary public.

**\*\*\*INSTRUCTIONS FOR THE NOTARY PUBLIC\*\*\***

The notary acknowledgement must be fully completed.  
All lines to be completed are flagged and/or highlighted.  
The notary public must witness all Borrowers' signatures. The notary seal and/or stamp must be affixed by each acknowledgement.



The Bankruptcy Court or Trustee must approve this workout and a copy of that approval must accompany the signed subordinate note and mortgage and be received by the date indicated above.

*Please DO NOT execute the attached documents until Bankruptcy Trustee approval is obtained.*



\*\*\*\*\*

# ATTENTION NOTARY

\*\*\*\*\*

**ALL dates on signature lines and  
acknowledgements must MATCH**

**Please be sure to SIGN and PRINT your name  
exactly as it appears on your notary stamp/seal.  
Please see below for example:**

## BORROWERACKNOWLEDGEMENT

State of {State}  
County of {County}

The foregoing instrument was acknowledged before me this {Month} (day), {Year},  
by *JOHN DOE AND JANE DOE* [pre-printed name of person acknowledged].

{Place seal here}  
DO NOT COVER ANY TEXT

{Signature of Notary}  
Signature of Person Taking Acknowledgment

{Printed Name of Notary}  
Printed Name

{print: "Notary Public"}  
Title of Rank

Serial Number, if any: {Number}

(Seal)

\*\*\*\*\*

**Failure to do so will result in the documents being rejected by the lender and a  
new set of documents will have to be executed**

\*\*\*\*\*||



Loan No.: 0103107777

FHA/VA Case No.: 137-6221870-734

30896

## ILLINOIS PARTIAL CLAIM NOTE (Secondary Lien)

THIS NOTE IS SECURED BY A JUNIOR MORTGAGE

June 29, 2021  
[Date]

ORLAND PARK  
[City]

ILLINOIS  
[State]

15701 LAKE HILLS CRT 2S, ORLAND PARK, IL 60462  
[Property Address]

Permanent Index Number: 27-14-414-005-1020

### 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Secretary" means the Secretary of Housing and Urban Development and its successors and assigns.

### 2. BORROWER'S PROMISE TO PAY

In return for a loan received from Lender, Borrower promises to pay the principal sum of Fourteen Thousand Eight Hundred Seven and 50/100ths Dollars (U.S. \$14,807.50), to the order of the Lender.

### 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses, which might result if Borrower defaults under this Note.

### 4. MANNER OF PAYMENT

(A) Time

On, August 1, 2046 or, if earlier, when the first of the following events occurs:

- (i) Borrower has paid in full all amounts due under the primary Note and related mortgage, deed of trust or similar Security Instruments insured by the Secretary, or



- (ii) The maturity date of the primary Note has been accelerated, or
- (iii) The primary Note and related mortgage, deed of trust or similar Security Instrument are no longer insured by the Secretary.

(B) Place

Payment shall be made at the Office of Housing FHA-Comptroller, Director of Mortgage Insurance Accounting and Servicing, 451 Seventh Street, SW, Washington, DC 20410 or any such other place as Lender may designate in writing by notice to Borrower.

## 5. BORROWER'S RIGHT TO REPAY

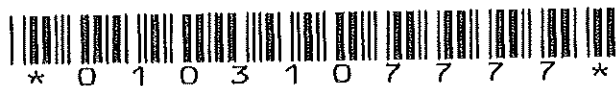
Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

## 6. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights or presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

## 7. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all the amounts owed under this Note.



PLEASE  
& D

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Borrower - KEVIN M. CALLAHAN

Loan Originator Organization: M&T BANK, NMLSR ID: N/A  
Individual Loan Originator's Name NMLSR ID: N/A



After recording please mail to:  
SERVICELINK  
ATTN: LOAN MODIFICATION  
SOLUTIONS  
3220 EL CAMINO REAL  
IRVINE, CA 92602

This instrument was prepared by:  
M&T BANK  
475 CROSSPOINT PKWY  
GETZVILLE, NY 14068

Permanent Index Number: 27-14-414-005-1020

*[Space Above This Line For Recording Data]*

Loan No.: 0103107777

FHA/VA Case No.: 137-6221870-734

30896

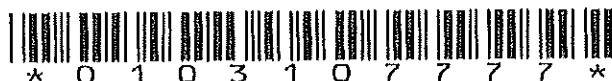
## ILLINOIS MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 29, 2021. The Mortgagor is KEVIN M CALLAHAN, DIVORCED NOT SINCE REMARRIED  
Whose address is 15701 LAKE HILLS CT UNIT 2S, ORLAND PARK, IL 60462  
("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of Fourteen Thousand Eight Hundred Seven and 50/100ths Dollars (U.S. \$14,807.50). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on August 1, 2046. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with the power of sale the following described property located in COOK County, Illinois:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

which has the address of 15701 LAKE HILLS CRT 2S, ORLAND PARK, IL 60462, ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."



BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal.** Borrower shall pay when due the principal of the debt evidenced by the Note.

2. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

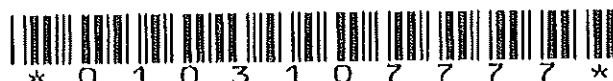
3. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

4. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

5. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

6. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:



**7. Acceleration; Remedies.** If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Note, Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Secretary under this paragraph or applicable law.

Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the Note or this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

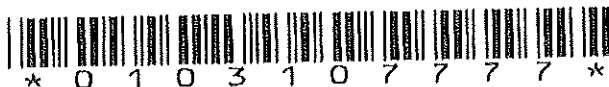
**8. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**9. Waiver of Homestead.** In accordance with Illinois law, Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

**10. Placement of Collateral Protection Insurance.** Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's Property. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Property. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the Property, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Borrower - KEVIN M. CALLAHAN

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

ACKNOWLEDGMENT

State of \_\_\_\_\_

§

§

County of \_\_\_\_\_

§

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by  
KEVIN M. CALLAHAN.

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title or Rank

(Seal)

Serial Number, if any: \_\_\_\_\_

Loan Originator Organization: M&T BANK, NMLSR ID: N/A  
Individual Loan Originator's Name NMLSR ID: N/A

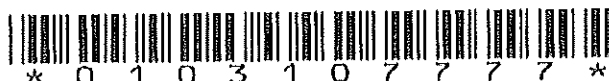


EXHIBIT A

BORROWER(S): KEVIN M CALLAHAN, DIVORCED NOT SINCE REMARRIED

LOAN NUMBER: 0103107777

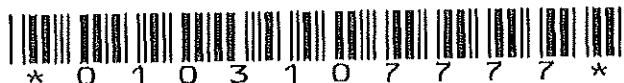
LEGAL DESCRIPTION:

STATE OF ILLINOIS, COUNTY OF COOK, AND DESCRIBED AS FOLLOWS:

OF PREMISES COMMONLY KNOWN AS: 15701 LAKE HILLS COURT, 2S, ORLAND PARK, ILLINOIS 60462 UNIT NUMBER 15701 2S IN THE FIFTH ADDITION TO ORLAND GOLF VIEW CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN THE FIFTH ADDITION TO ORLAND GOLF VIEW CONDOMINIUM SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 93384313 AS AMENDED TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS. PIN # 27-14-414-005-1020

Permanent Index Number: 27-14-414-005-1020

ALSO KNOWN AS: 15701 LAKE HILLS CRT 2S, ORLAND PARK, IL 60462





Loan No.: 0103107777

## BANKRUPTCY DISCLOSURE RIDER

THIS BANKRUPTCY DISCLOSURE RIDER is given on the 29th day of June, 2021, and is incorporated into and shall be deemed to amend and supplement the Note and Security Instrument "Mortgage/Deed of Trust" of the same date made by KEVIN M. CALLAHAN (the "Borrower") and the Secretary of Housing and Urban Development (the "Lender"), covering the property described in the Note and Security Instrument located at:

15701 LAKE HILLS CRT 2S, ORLAND PARK, IL 60462

In addition to covenants and agreements made in the Note and Security Instrument, Borrower and Lender covenant and agree as follows:

1. Borrower has filed for a Chapter 13 bankruptcy and, Lender's final approval of the Note and Security Instrument is contingent upon approval by the bankruptcy court, if required.
2. AFTER execution of the Note and Security Instrument, the bankruptcy court may award the Borrower a Chapter 13 bankruptcy discharge upon completion of the Chapter 13 plan payments.
3. Borrower understands and acknowledges that Borrower has had an opportunity to consult an attorney of Borrower's own choosing before Borrower executed the Note, Security Instrument and this Bankruptcy Disclosure Rider, and Borrower has either consulted with an attorney or has declined the opportunity to consult with an attorney.

Except as otherwise specifically provided in this Bankruptcy Disclosure Rider, the terms of the Note and Security Instrument will remain unchanged and in full effect.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Borrower - KEVIN M. CALLAHAN

PLEASE  
DATE

Loan Originator Organization: M&T BANK, NMLSR ID: N/A  
Individual Loan Originator's Name NMLSR ID: N/A  
Loan No.: 0103107777

## Lender Instruction

Please note there is a state specific form associated with this document that is required for recordation and will need to be accessed and filled out online for formatting reasons.

Please click the link below to access this form.

<https://www.ilapld.com/>

